

NOV 11 1974

FEDERAL COMMERCE COMMISSION

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of September 1, 1974 among PROFESSIONAL LEASE MANAGEMENT, INC. a California corporation ("Vendor"), BORG-WARNER EQUITIES CORPORATION, a Delaware corporation, ("Vendee"), and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation ("Guarantor").

W I T N E S S E T H:

WHEREAS, the Vendor, the Vendee and the Guarantor have heretofore executed and delivered that certain Conditional Sale Agreement dated as of September 1, 1974 (the "Conditional Sale Agreement") providing for the sale thereunder by the Vendor to the Vendee of certain railroad equipment more fully described in Schedule A attached to the Conditional Sale Agreement (the "Equipment") and the unconditional guarantee from the Guarantor to the Vendor of the due and punctual payment of that certain portion of the Purchase Price of the Equipment as defined in Section 3.3(b) of the Conditional Sale Agreement; and

WHEREAS, the Vendor, the Vendee and the Guarantor desire to amend the Conditional Sale Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Vendor, the Vendee and the Guarantor hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended as follows:

1. Section 3.3 of the Conditional Sale Agreement shall be and the same is hereby amended so as to read in its entirety as follows:

3.3. Subject to the provisions of Section 14 hereof, the Vendee hereby acknowledges itself to be indebted to the Vendor in the amount of and hereby promises to pay to the Vendor at such bank or trust company in the United States of America as the Vendor or its assignee shall designate for payment to it, the Purchase Price of the Items of Equipment as follows:

(a) On the Closing Date an amount equal to 30.00% of the aggregate Purchase Price for all Items of Equipment; and

(b) an amount equal to the difference between the aggregate Purchase Price of the Equipment and the aggregate amount paid pursuant to subparagraph (a) of this

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Section 3.3 (such difference being herein sometimes called the "Conditional Sale Indebtedness") plus interest on the unpaid balance thereof payable as follows:

(1) One installment of interest only for the period from and including the Closing Date to but not including January 15, 1975, payable on January 15, 1975, at the rates of interest for the respective proportions of the Conditional Sale Indebtedness determined as follows:

(A) For an amount equal to 68.75% of the Conditional Sale Indebtedness, interest shall be determined at the rate of 10.75% per annum and

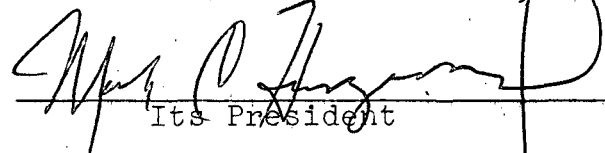
(B) for an amount equal to 31.25% of the Conditional Sale Indebtedness, interest shall be determined daily at the rate per annum equal to 110% of the prime rate of interest charged by The First National Bank of Chicago to its largest and most credit worthy commercial borrowers on 90-day commercial loans, followed by

(2) Thirty substantially equal semiannual installments, including both principal and interest at the rate of 10.75% per annum, payable on July 15, 1975 and on the 15th day of each January and July thereafter to and including January 15, 1990.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or representatives, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested all as of the date first above written.

PROFESSIONAL LEASE MANAGEMENT, INC.

By

  
Its President

(Corporate Seal)

Attest:

  
Assistant Secretary

BORG-WARNER EQUITIES CORPORATION

By B. Davis  
Its Vice President-Finance

(Corporate Seal)

Attest:

Ronald Palamone  
Assistant Secretary

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

By J. M. Ratto  
Its Vice President

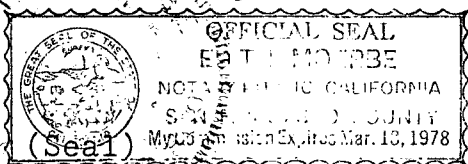
(Corporate Seal)

Attest:

Robert D. Jewett  
Assistant Secretary

STATE OF CALIFORNIA )  
 ) SS  
CITY and COUNTY OF SAN FRANCISCO )

On this 15th day of OCTOBER, 1974, before me personally appeared Mark Hungerford, to me personally known, who being by me duly sworn, says that he is the President of PROFESSIONAL LEASE MANAGEMENT, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Edith M. Perle  
Notary Public

555 California St., 34th Fl., San Francisco, CA. 94104  
My Commission Expires: 3/18/78

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 24th day of October, 1974, before me personally appeared O. B. Davies, to me personally known, who, being by me duly sworn, says that he is the Vice President-Finance of BORG-WARNER EQUITIES CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Leonard P. Sawicki  
Notary Public

(Seal)

My Commission Expires: 11/16/77